

07-09-2001



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**TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:
PLEASE RECORD THE ATTACHED ORIGINAL
DOCUMENTS OR COPIES THEREOF.**

7-401

1. Name of party conveying an interest:

Locality, Inc.

2. Name and address of party receiving an interest:

**e2grow, Inc.
25350 Rockside Road
Cleveland, Ohio 44146**

3. Nature of conveyance:

Assignment

4. Trademark Application Number:

Number

Title

76/139751

BUILDING THE NEW LOCAL ECONOMY

5. Name and address of party to whom correspondence concerning the document should be mailed:

Cathryn A. Sussman
Hahn Loeser & Parks LLP
3300 BP Tower
200 Public Square
Cleveland, Ohio 44114

6. Number of trademarks involved: **one (1)**

7. Total fee enclosed is **\$40.00**.

8. Deposit account number: N/A.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Date: July 5, 2001

ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (this "Assignment") effective as of the 22nd day of June, 2001, is executed by APV Technology Partners III, L.P., APV TP Affiliate Fund, L.P., (the "APV Group"), the APV Group having its principal place of business at 535 Middlefield Road, Suite 150, Menlo Park, California 94025; Compass Venture Partners, L.P., Compass Management Partners, L.P., Compass Technology Partners, L.P., and Compass Chicago Partners, L.P., (collectively, the "Compass Group"), the Compass Group having its principal place of business at 1550 El Camino Real, Suite 275, Menlo Park, California 94025 (the APV Group and the Compass Group being collectively referred to as "ASSIGNORS") and E2GROW, INC., a Delaware corporation, having a principal place of business at 25350 Rockside Road, Cleveland, Ohio 44146 ("ASSIGNEE") to evidence the following agreements and understandings.

RECITALS:

- A. Locality Inc., a Delaware corporation ("Locality"), is the owner of the U.S. Trademark Applications set forth on Exhibit A attached hereto (the "Trademark Applications") for the marks indicated therein (the "Trademarks") filed with the United States Patent and Trademark Office.
- B. Locality is indebted to ASSIGNORS pursuant to those certain Subordinated Secured Convertible Notes dated February 15, 2001 for repayment of loans and advances (the "Secured Debt").
- C. In order to secure payment of the Secured Debt, Locality executed a Security Agreement in favor of ASSIGNORS on or about February 15, 2001 pursuant to which Locality granted ASSIGNORS a security interest in certain of its assets including the Trademarks and Trademark Applications.
- D. ASSIGNEE desires to acquire the Trademark Applications from ASSIGNORS, and ASSIGNORS desire to assign the Trademark Applications to ASSIGNEE.
- E. ASSIGNORS AND ASSIGNEE are parties to that certain Secured Party Sale Agreement of even date herewith whereby ASSIGNORS received certain consideration for the assignment of their right, title and interest in and to certain assets of Locality including their rights to the Trademark Applications.

NOW THEREFORE, in consideration of the covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ASSIGNORS hereby sell, assign, transfer and set over to ASSIGNEE all of ASSIGNORS' right, title and interest in and to the Trademark Applications and the use thereof throughout the world, together with the goodwill of the business connected with and symbolized by said Trademarks for ASSIGNEE'S own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives.
2. ASSIGNORS covenant and agree to execute and deliver to ASSIGNEE, upon demand, without payment of additional compensation, all such further documents,

instruments and other writings which ASSIGNEE reasonably requests to effectuate this Assignment.

3. This Assignment is made under and shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to choice of law principles.

4. This Assignment may not be modified or changed except by written instrument signed by both parties.

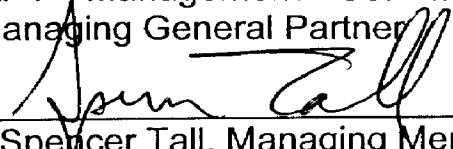
5. This Assignment may be executed in any number of counterparts and in separate counterparts by the parties, each of which shall constitute an original and all of which when taken together will constitute the same instrument.

IN WITNESS WHEREOF, ASSIGNORS and ASSIGNEE have executed this Assignment as of the date first above written.

ASSIGNORS:

APV TECHNOLOGY PARTNERS III, L.P.

By: APV Management Co. III, LLC, Its
Managing General Partner

By: 
Spencer Tall, Managing Member

APV TP AFFILIATE III, L.P.

By: APV Management Co. III, LLC, Its
Managing General Partner

By: 
Spencer Tall, Managing Member

COMPASS VENTURE PARTNERS, L.P.

By: _____
Alain Harrus, General Partner

COMPASS MANAGEMENT PARTNERS, L.P.

By: _____
Alain Harrus, General Partner

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By: _____
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By: APV Management Co. III, LLC, Its
Managing General Partner

By: _____
Spencer Tall, Managing Member

COMPASS VENTURE PARTNERS, L.P.

By: Alain Harrus
Alain Harrus, General Partner

COMPASS MANAGEMENT PARTNERS, L.P.

By: Alain Harrus
Alain Harrus, General Partner

COMPASS CHICAGO PARTNERS, L.P.

By: Alain Harris
Alain Harris, General Partner

COMPASS TECHNOLOGY PARTNERS, L.P.

By: Alain Harris
Alain Harris, General Partner

ASSIGNEE:

e2grow, Inc

By: Dennis P. Barba, Jr.
Dennis P. Barba, Jr., Chairman
and Chief Executive Officer

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EXHIBIT A

Mark	Application No.	Filing Date
BUILDING THE NEW LOCAL ECONOMY	76/139751	October 2, 2000
BUILDING THE NEW LOCAL ECONOMY	76/139750	October 2, 2000
LOCALITY	75/908867	February 2, 2000
LOCALITY (and design)	75/823704	October 15, 1999
LOCALITY SHOWCASE	76/076536	June 23, 2000
LOCALITY SHOWCASE	76/076617	June 23, 2000
PROXIMITY ENGINE	75/908415	February 2, 2000